

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks & Recreation Director 797-1151

PREPARED BY: Dennis Andresky, Parks & Recreation Director 797-1151

SUBJECT: Resolution

AFFECTED DISTRICT: Town wide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH KOOL PLAYGROUND, LLC TO SUPPLY AND INSTALL AN INCLUSIVE PLAYGROUND AT PINE ISLAND PARK. (\$178,589.63)

REPORT IN BRIEF: Resolution R-2008-229 awarded Bid B-08-84 for the completion of the Pine Island Inclusive Playground to Kool Playground, LLC. This is the follow up resolution entering into a contract with Kool Playground, LLC.

PREVIOUS ACTIONS: Resolution R 2006-211 (Original project bid award) and Resolution R-2008-229 awarding bid B-08-84, inclusive playground at Pine Island Park to Kool Playground, LLC.

CONCURRENCES: The Town Attorney has reviewed the contract.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$178,589.63.

Account Name: Pine Island Park Playground Expense

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution, Contract and Vendor Bid Response

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH KOOL PLAYGROUND, LLC TO SUPPLY AND INSTALL AN INCLUSIVE PLAYGROUND AT PINE ISLAND PARK.

WHEREAS, the Town solicited sealed bids for the completion of the Pine Island Park Inclusive Playground Project; and

WHEREAS, Kool Playgrounds, LLC submitted the lowest responsive and responsible bid of eight bids received and the only bid that meets all bid specification requirements; and

WHEREAS, The Town's Bid Selection Committee recommends bid award to Kool Playgrounds, LLC; and

WHEREAS, Council previously accepted the bid from Kool Playground, LLC by Resolution R-2008-229 and that it is in the Town's best interest to execute a contract for this construction.

WHEREAS; after review, the Town Council wishes to award said bid to Kool Playgrounds, LLC and to provide additional funding in the amount \$45,348.63 for bid award from District 2 Open Space Bond Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby authorizes the Mayor to execute a contract with Kool Playground, LLC in the amount of \$178,589.63 for the supply and installation of an inclusive playground at Pine Island Park.

SECTION 2. The Town Council hereby authorizes the allocation of additional funding (\$45,348.63) from District 2 Open Space Bond Funds which will be replenished once we get the \$75,000 grant from Broward County Children's Services Council and the

expenditure from the Parks and Recreation Department Pine Island Park Play Area
Expense Account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS __ DAY OF _____, 2008

BER
Attest:

MAYOR/COUNCILMEM

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

AGREEMENT
BETWEEN
THE TOWN OF DAVIE
AND KOOL PLAYGROUNDS, LLC
FOR
COMPLETION OF INCLUSIVE PLAYGROUND AT PINE ISLAND PARK

THIS AGREEMENT, made and entered into this _____ day of _____,
2008, by and between:

Town of Davie, Florida
a municipal corporation
6591 Orange Drive
Davie, Florida, 33314
(hereinafter referred to as "TOWN")

AND

Kool Playgrounds, LLC
109 E 17 Street
St. Cloud, FL 34769
(hereinafter referred to as "CONTRACTOR")

WHEREAS the Town awarded Bid B-08-84, Inclusive Playground at Pine Island Park, per Resolution R-2008-229 to the Contractor on October 1, 2008 in the amount of \$178,589.63 in accordance with the attached scope of services and,

WHEREAS the Town Bid Specification B-08-84, Inclusive Playground at Pine Island Park, Bid Addendums and the Contractor Bid Response dated 8/12/08 for said bid are made a part of this agreement by reference and,

WHEREAS the Town and Contractor wish to enter into this Agreement to outline the parties' responsibilities for completion of the Inclusive Playground at Pine Island Park Project.

Now, Therefore, in consideration of the mutual covenants and conditions herein expressed and the faithful performance of such covenants and conditions, the parties agree as follows:

SCOPE OF PROJECT:

Sealed bids are being solicited for the completion of partially constructed Inclusive Playground Area located at Davie Pine Island Park 3801, South Pine Island Road, Davie, Florida 33314. The completed Inclusive Playground is to

include Playground Equipment, Surfacing and a Shade System as specified herein. The Inclusive Playground shall provide a barrier-free, developmentally advantageous, fully integrated and socially inviting recreational play area for children of all abilities including children with disabilities.

Work completed to date includes site excavation and installation of a six (6) inch concrete slab for the large multi-component play structure safety surfacing area. The concrete slab is approximately four thousand (4,000) square feet in size and has been approved by the Town of Davie Building Department. Equipment to be mounted to the concrete slab will need to be done using a Plate Mounted Method.

NO PARTIAL BIDS WILL BE ACCEPTED

TERM OF CONTRACT:

The prices offered and accepted must remain firm for the full term of the contract.

SHIPPING

Bid prices submitted must include cost of shipping and handling by bidder.

QUALIFICATION OF BIDDERS

Bids will be considered only from firms normally engaged in providing the equipment, products and work specified herein. Bidder must have adequate organization, facilities, equipment and personnel to insure prompt and efficient service to the Town.

REQUIRED SUBMITTALS

The following required submittals must be provided with bid submission for bid consideration. Failure to submit the required submittals with bid submission will result in bid submission being rejected as NON RESPONSIVE.

1. Playground Equipment: Schematic drawing of equipment layout and elevations.
2. Shade Canopy System:
 - a. A schematic drawing of shade canopy system layout and elevations which clearly shows overhead clearances. If awarded the bid, bidder must provide engineered drawings that have been signed and sealed by a State of Florida Registered Engineer.
 - b. Canopy fabric specifications and samples.
 - c. Canopy Flame Spread Certificate.
 - d. Canopy removal and installation instructions.
3. Poured in Place Safety Surfacing:

- a. Certified Test Data or Documentation that Safety Surfacing meets or exceeds current Consumer Product Safety Commission guidelines as listed in "A Handbook for Public Safety" for a minimum fall height of six (6) feet.
 - b. Certified Test Data or Documentation that Safety Surfacing meets or exceeds current Americans with Disabilities Act Guidelines.
 - c. Certified Test Data or Documentation that Safety Surfacing meets or exceeds current ASTM F-1292 requirements.
 - d. A (6) inch by (6) inch sample of surfacing material in specified thickness.
 - e. Color samples of surfacing material for color availability
4. Product and Workmanship Warranties and Guarantees.
 5. Other information as required in all sections of this bid document.
 6. W-9 Form and Completed Vendor/Bidder Disclosure Form
 7. Certificate of endorsement as an active Licensed General Contractor in the State of Florida.

SITE VISIT

A mandatory project site visit is scheduled for Monday, June 2nd at 9:00 am. Bidders are to meet at the project site located at Davie Pine Island Park 3801 South Pine Island Road as shown in Attachment "D" Project Site Location Map.

GENERAL REQUIREMENTS

1. No excavations shall be allowed to remain open overnight. Excavations must be backfilled daily.
2. Bidder is responsible for supplying, installing and maintaining any barricades, flashing hazard lights, hazard communication signs and so forth, as required to isolate construction activity and advise the people using the park of the work in progress. The park will remain occupied and in use throughout the duration of the project.
3. Upon completion of the project, Contractor must clean all play equipment, structures, frames and canopies of dirt, debris and dust prior to final Town acceptance.
4. Contractor must dispose of all refuse off site. On a daily basis, do not allow the accumulation of dirt, debris or packaging material on site. Town/Park dumpsters and trash receptacles may not be utilized by the Contractor. Clean fill resulting from the project may be deposited on site as noted on Attachment "D" Project Site Location Map.

5. Project area adjacent walkways, benches and play equipment shall be left clean. Contractor shall rake up and remove construction debris from surrounding grass areas.

6. The Town of Davie's permit fee schedules can be found at www.davie-fl.gov. It is the Contractors responsibility to obtain all necessary permits.

CONTRACT BONDS

The successful bidder shall furnish a Performance Bond in an amount of at least equal to one hundred percent (100%) of this Contract price as security for the faithful performance of this Contract and a Payment Bond in the amount of at least one hundred percent (100%) of the Contract Price for payment of all persons performing labor on the project under this Contract. The Surety on such Bonds shall be duly authorized surety company satisfactory to the Owner

INDEMNITY/HOLD HARMLESS AGREEMENT

The contractor agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the Town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

INSURANCE The Contractor shall furnish proof of Worker's Compensation Insurance, Commercial General Liability Insurance, Business Automotive Liability Insurance and Professional Liability Insurance. The Contractor shall carry in force at all times the insurance coverage and the Town will be included as "Additional Insured". Insurance requirements are as follows:

Workers' Compensation - statutory

Policy must include Employers Liability: \$100,000 for each accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee)

Commercial General Liability: \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for premises/operations; products/completed operations; contractual liability, independent contractors.

Business Auto Liability: \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned autos, hired autos; non-owned autos.

Insurance must be furnished to the Town's Purchasing Division and notification received of its approval by the Town PRIOR TO THE COMMENCEMENT of any work. The Town will be given 15 days written notice of any cancellation or material change in any policy.

DEFAULT PROVISIONS

In the event of default by the bidder, the Town may procure the items bid from other sources and hold the bidder responsible for excess costs incurred as a result. Also, the Town may take such action as it deems appropriate including legal action for damages or specific performance.

SUBSTITUTIONS:

Where, in these specifications, names of particular products, manufactures, materials are specified by brand or trade name, such has been done to establish required quality and type. During the Bid Period Only, Bidder may request the Town to consider another brand name, providing such substitution request is made in writing to the Town by Friday, June 6th, 2008. If the Town approves an alternate product, an addendum will be sent out to all prospective bidders. No Addenda listing approved substitutions will be issued later than seven (7) calendar days prior to the date for receipt of Bids. Only such material substitutions will be considered.

TIME OF COMPLETION:

Bidder agrees that, if awarded the Contract, that he/she will have the work Substantially Complete within (150) calendar days of Notice to Proceed and will have the entire work fully complete within (180) days of Notice to Proceed.

LIQUIDATED DAMAGES

If work is not completed as specified under Time of Completion, damages will be assessed at the rate of One Hundred Dollars (\$100) per calendar day, Sundays and holidays included.

WARRANTIES AND CANCELLATION

Bids will clearly state any warranties and guarantees against sub-standard materials. The Town may cancel this contract upon notice in writing should the company fail to reasonably supply the equipment as specified herein.

QUALITY OF MERCHANDISE

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

PLAYGROUND EQUIPMENT, SURFACING & SHADE SYSTEM SPECIFICATIONS

1. Playground Equipment shall be equal to or better than BURKE S2000 SERIES BURKE BASICS AND SPORTSPRAY EQUIPMENT INC. equipment as specified in Attachment "A" Inclusive Playground Equipment Site Plan. The playground system shall include (20) connected play events and (5) stand alone play features. Eleven (11) of the play events shall be elevated and fourteen (14) shall be ground level. The system shall incorporate both a wheelchair ramp and a (32") transfer station to provide access to elevated events for children in wheelchairs or on scooters. The highest ground level component is (49"). All eleven (11) elevated play components shall be accessible through either the ramp or transfer station.
2. Surfacing shall be equal to or better than Rainbow Turf Products EPDM Poured-in-Place Safety Surfacing and Zeager Recreational Surfacing as specified in Attachment "B" Surfacing.
3. The Shade System shall be equal to or better than requirements as specified in Attachment "C" Shade Canopy System.
4. If an alternate product is proposed, the bidder will be required to submit sufficient information with his/her bid to allow the Town to determine that the material or equipment proposed is equivalent to that named. The Town will be the sole judge concerning the merits of the proposed material or equipment.

Please see deadline requirement for submission of Substitutions as listed under Substitutions on page four (4).

ATTACHMENT "A"

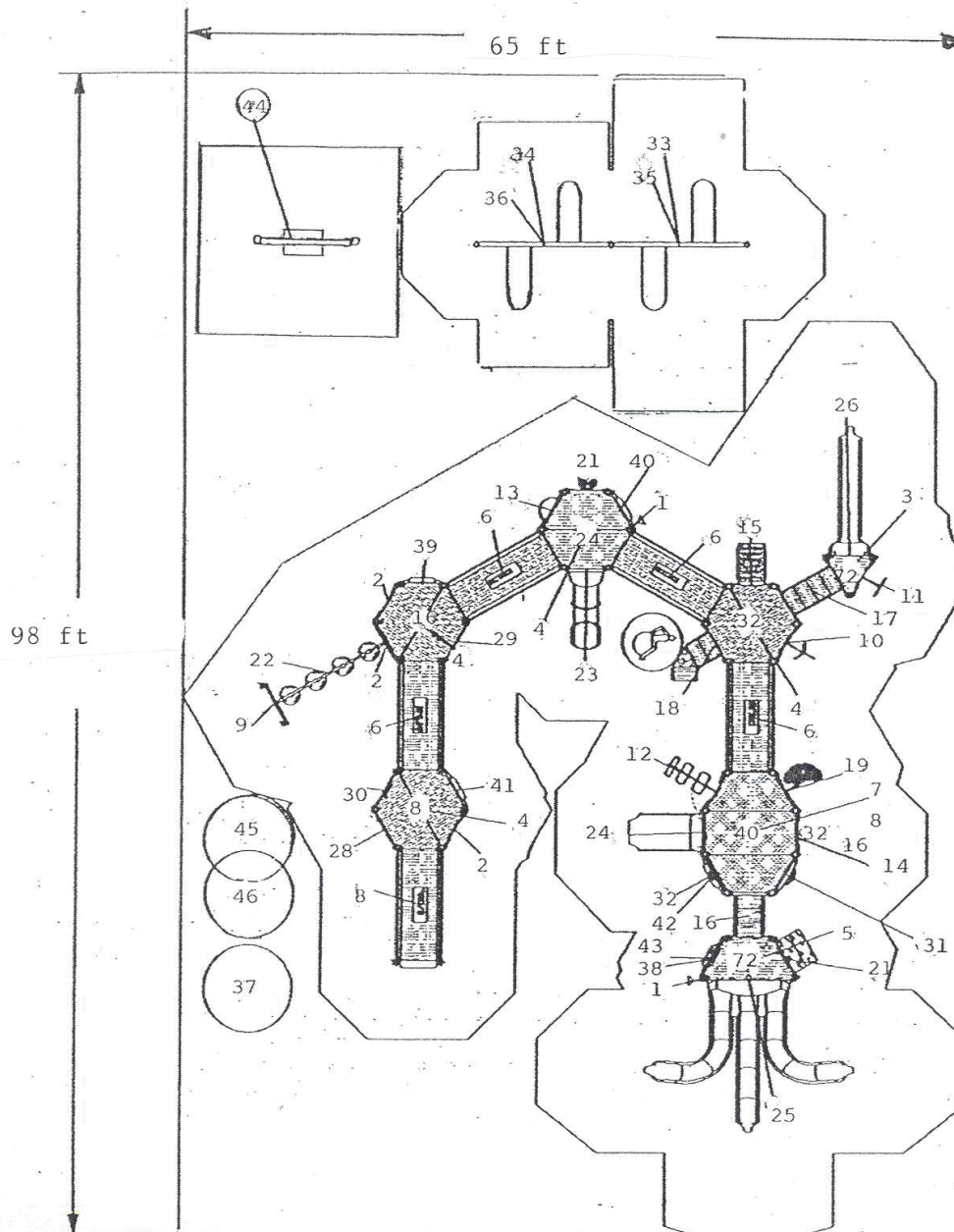
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Inclusive Playground Equipment

ITEM	COMP.	DESCRIPTION
1	200-0001	FUN PHONE ASSY
2	200-0112	UNITARY ENCLOSURE
3	200-0129	TRIANGLE PLATFORM S2P
4	200-0131	HEXAGONAL PLATFORM S2P
5	200-0150	MONSTER SLIDE PLTFRM ASSN
6	200-0193	ADA STR RAMP w/BARRIER
7	200-0194	OCTAGONAL PLATFORM S2P
8	200-0196	ADA ENTRANCE RAMP BR 8-16
9	300-0010	HORIZ LADDER END RUNGS
10	300-0146	ATOM CLIMBER 32-48
11	300-0155	SNAKE CLIMBER 56 - 72
12	300-0160	CENTIPEDE CLIMBER 32-40
13	300-0178	CONVEX CLIMBER 24-32
14	300-0272	STGGRD POD WALK 40 PLTFR
15	300-0306	DECK-DECK PLANK GRND-32
16	300-0356	32IN TRANSITION W/BARRIER
17	300-0360	40IN TRANSITION W/BARRIER
18	300-0362	TRANSFER STATION 32"
19	300-0382	FAN CLIMBER 40-48
20	300-0405	STONE SLOPE CLIMBER 72"
21	300-0420	LEAF CLIMBER 16-24"
22	300-0430	SKY PODS 16-40"
23	400-0003	STR TUBE SLIDE 24 PLTFRM
24	400-0192	DOUBLE RAIL SLIDE 32/40
25	400-0335	MONST SLIDE 64-72 R90 L90
26	400-0369	TSUNAMI SLIDE 64-72
27	500-0455	FS TIRE SWING ASSY
28	500-1547	CHIMES PANEL
29	500-1548	BUMBLE BEE PANEL
30	500-1549	CAR CONTROL PANEL
31	500-1566	PADDLE BALL PANEL
32	500-2549	CAR ACCESS REACH PANEL
33	550-0032	4 1/2" SINGLE POST SWING
34	550-0034	4 1/2" SINGLE POST ADD-ON
35	550-0051	7" BELT W/PVC CHAIN 2
36	550-0053	7"INFANT W/PVC CHAIN 2
37	580-0168	SINGLE SAND/WATER TABLE
38	600-0131	FS STORE FRONT PANEL ASSY
39	800-0145	LETTER PANEL J-R ASSY
40	800-0146	LETTER S-Z VOWELS PANEL
41	800-0147	LETTER A-I PANEL ASSY

42	800-0148	ANIMAL PANEL ASSY
43	800-0151	SYMBOL PANEL ASSY

- page 2 of 2 -
 ATTACHMENT "A"
 INCLUSIVE PLAYGROUND EQUIPMENT



ATTACHMENT "B"
SURFACING
(Page 1 of 8)

Rainbow Turf Products EPDM Poured-in-Place Safety Surfacing

1. Resilient safety surfacing shall be equal to or better than Rainbow Turf Product's EPDM Poured-in-Place Safety Surfacing and installed on the existing six (6) inch thick concrete slab. Concrete slab shall have a (2 degree) slope and be finished according to resilient surfacing manufacturer's specification requirements. Resilient surfacing shall be installed under the Large Multi- Component Play Structure and extend (6 ft.) beyond the structure. Resilient Surfacing may extend beyond (6 ft.) of the equipment as needed to meet equipment fall zone requirements.

General Requirements:

1. The Safety Surface System shall have been marketed in the United States for at least five (5) years.
2. Installation of the Safety Surfacing shall be performed by an applicator that can furnish an evidence history of direct employment by the manufacturer.
3. Installation of the Safety Surfacing shall be overseen by a factory representative who shall be present during surfacing installation and at the sign off/completion of the surfacing installation.
4. The following specifications, standards and codes shall hereby form a part of this specification.
 - a. American Standard for Testing and Materials (ASTM). Material used in construction of the Safety Surface System shall be tested for conformance with requirements of ASTM F 1292.
 - b. Consumer Products Safety Commission (CPSC). Installed Safety Surface shall meet or exceed CPSC performance guidelines with respect to the Critical Heights of the proposed in-place play equipment.
 - c. National Bureau of Standards
 - d. Material shall have a Class B Fire Rating
5. Material shall be vandal resistant and firmly secured so that it cannot be pulled away from the playground surface.
6. The vendor/contractor must possess a certificate of endorsement as an active Licensed General Contractor in the State of Florida.
7. Vendor/contractor shall provide surfacing manufacturer's preventative maintenance program recommendations along with clear and definitive cleaning instructions of the product supplied.
8. Stobiela S100.00 low viscosity, moisture curing, one component polyurethane primer with long-term elasticity, containing solvents shall be

used for treatment of asphalt, concrete, and or existing rubber safety surfacing.

ATTACHMENT "B" (page 2 of 8)

9. Contractor shall ensure use of Raw Materials as stated within this product specification.
10. Manufacturer's Review: Submit written statement, signed by safety surfacing installer stating that Drawings and Specifications have been reviewed by qualified representatives of materials manufacturer, and that they are in agreement that materials and system to be used for safety surfacing are proper and adequate for applications shown.
11. Substrate Acceptability: Submit a certified statement issued by manufacturer of Safety Surfacing materials and countersigned by applicator, attesting that areas and surfaced designated to receive safety surfacing have been inspected and found satisfactory for reception of work covered under this Section: and are not in conflict with "Warranty" requirements. Application of materials will be constructed as acceptance of surfaces.
12. Statement of Supervision: Upon completion of Work, submit a written statement signed by manufacturer stating that field supervision of manufacturer's representative was sufficient to insure proper application of materials that Work was installed in accordance with Contract Documents, and that installation is acceptable to manufacturer.
13. Certification: Furnish certificate accompanying delivery of Safety Surface material indicating compliance with the Contract Documents.
14. Shock Absorbency: When tested in accordance with ASTM F-1292, Test Method F355, Procedure C (Metal Headform), the surface shall not impart to the headform upon impact, a peak deceleration exceeding 200 times the acceleration due to Gravity (200 G's). Drop heights used in this test shall be the heights relevant to the proposed play structures used in conjunction with the safety surfacing areas indicated on the Drawings.
15. Weathering: After being subjected to a freeze-thaw cycle the sample shall be retested in compliance with ASTM F-1292 at 72 Degrees F only. A peak deceleration rereading not exceeding 200 G's shall be maintained.
16. Slip Resistance: Wet dynamic reading shall not be less than 40 when tested in accordance with ASTM E 303, using British Portable Skid Resistance Tester.
17. Provide a written warranty stating that work executed under this Section will be free from defects of materials and workmanship for a period of two years from date of Substantial Completion, and that material breakdown and unraveling will be remedied on written notice at no additional cost to the Owner. The Warranty shall be in writing and shall be signed by the Contractor, the Safety Surface materials manufacturer. Warranty shall

include removal and replacement of materials as required to repair safety surfacing, at no cost to the Owner.

18. Conditions of substrates with respect to structural performance shall be evaluated and approved by the applicator prior to applying the safety surfacing.
19. Safety Surfacing shall not be placed when the ambient temperature is below 40 Degrees Fahrenheit, when there is frost in the base, when rain or frost is

8)

forecasted, or any other time when weather conditions are unsuitable for the type of material being placed.

20. At the time of application ambient air temperature shall be 40 Degrees Fahrenheit or greater and remain so for at least 7 days after installation is complete.
21. Adjacent Material and the Safety Surfacing shall be protected during installation, while curing and/or unattended from weather and other damage.
22. All materials for the work of this Section shall be delivered, stored and handled so as to preclude damage of any sort. Materials showing evidence of damage shall not be used and shall be removed from the site.
23. Materials in manufacturer's unopened containers or bundles must be fully identified with brand, type, grade, date of manufacture, class, lot number, and other qualifying information.
24. Store materials in original tightly sealed containers or unopened packages. Materials shall be stored out of weather, off the ground, in dry area, in compliance with manufacturer's maximum storage temperature range.
25. Materials must be delivered and off-loaded by installation personnel.
26. Maintain manufacturer's current installation instructions at the job site at all times for safety surface material to be used on the Project.
27. Maintain material storage area at minimum 60 degrees Fahrenheit, but not above 90 degrees Fahrenheit for 48 hours prior to application.
28. Proceed with work of this section only after substrate construction and penetrating work have been completed.
29. Do not proceed with work during inclement weather. Comply with manufacturer's recommendations for application and curing under specific climatic conditions.
30. Coordinate application of safety surfacing with work of other trades.
31. Protect the safety surface from damage, resulting from spillage, dripping, and dropping of matter. Prevent Materials from entering and clogging drains. Repair, restore or replace work, which is soiled or damaged in connection with the performance of the work.
32. All material components of the safety surfacing shall be obtained from the same source.
33. Primer: Single component moisture cured polyurethane primer.
34. Binder: An elastic polyurethane pre-polymer with minimal odor, excellent weathering and binding characteristics. The use of Stockmeier Kunststoffe binder is a pre-requisite.
 - a. 100 Percent MDI based binder.

35. Rubber: BRG – EPDM 1-4 mm Granules.
36. Thinner: A thinner, approved by the safety surface manufacturer shall be used for cleaning tools.
37. Safety Surface System:
 - a. Shall have been tested for shock attenuation under ASTM F-1292 and HIC.
 - b. Shall have been tested for non-slip characteristics under ASTM E-303.
38. Mixture of binder and rubber will be determined by the system, which is specified. Verify with manufacturer for specific detailing.

ATTACHMENT "B" (page 4 of 8)

39. Colors shall be selected by the Town from the manufacturer's full line of available colors.
40. Installation of Safety Surfacing shall be over bituminous concrete sub base as per manufacturer's instructions and as detailed. The safety surfacing in itself shall not create new hazards; hence all installations shall be done as carefully as possible in a neat and workmanlike manner.
41. Layout of areas of safety surfacing shall be reviewed by the manufacturer's representative to insure that the proper thickness of safety surface is installed. A minimum of ½" EPDM wear course is mandatory.
42. For the base, follow all manufacturer's guidelines and instructions.
43. Safety Surface shall be installed to thicknesses based on the performance standards of Play Space Services/Rainbow Turf Products.
 - a. The use of minimum bases executed within Play Space Services/Rainbow Turf Products playground safety surfacing system is solely for the purpose of setting a performance standard. It does not indicate a proprietary item, nor does it preclude products of other manufacturers so long as the requirements of these specifications and all other applicable provisions of the contract documents are met.
44. Primer shall be applied to the substrate at a rate of 300 square feet per gallon using a short nap roller.
 - a. Base mat and top coat.
 - b. Using trowel, SBR/Binder mix shall be spread in a consistent density to specified thickness. Compact and allow to dry for a minimum of 24 hours (necessary time varies based on temperature and humidity).
45. Clean, repair or replace work of trades soiled or damaged by safety surface installation work.
46. The General Contractor shall be responsible for protection of finished surfaces until completion of construction and sign off.





Zeager Recreational Surfacing

See pages 11 - 13

WOODCARPET

RECREATIONAL SURFACING

SPECIFICATIONS

-  THE ORIGINAL AMERICAN MANUFACTURER
-  FACTORY REPS. CERTIFIED BY NPSI AND CANADA'S CPSI
-  THIRD-PARTY CERTIFIED
-  MEETS ALL CURRENT GUIDELINES - ADA, ASTM, CPSC, CSA



1-800-296-9227

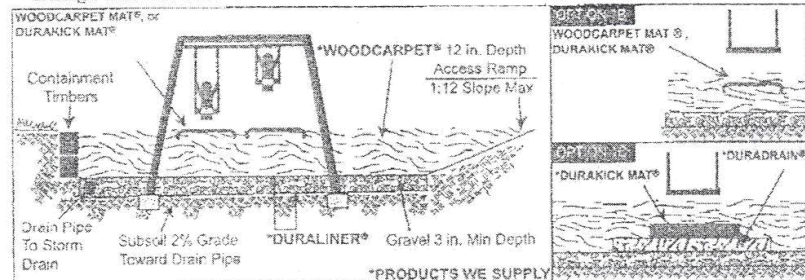


1-800-346-8524

woodcarpet.com

SPECIFICATION I SECTION 02790 PLAYGROUND SURFACING

- A. Product Data:** Submit manufacturer's product data, including warranty, maintenance and installation instructions, ASTM F1292, F1951, and F2075 test results, IPEMA certificate of compliance, and samples. To obtain a certificate, visit www.ipema.org, product # 12WGS.
- B. Manufacturer Qualifications:**
1. Member of International Play Equipment Manufacturer's Association (IPEMA).
 2. Total Liability Insurance Coverage: \$11,000,000.
 3. Sales Representatives certified by National Playground Safety Institute (NPSI).
- C. Warranty Covers Playground Surfacing for Following Periods:**
1. Engineered Wood Fiber Playground Surfacing: 10 years
 2. Playground Surfacing Wear Mat: 5 years
- D. Manufacturer:**
1. Zeager Bros., Inc., 4000 East Harrisburg Pike, Middletown, Pennsylvania 17057. Toll Free (800) 346-8524.
 2. Zeager Hardwood Co., 340 Steele Road, Franklin, KY 42134. Toll Free (800) 296-9227.

**E. Application:** In-ground outdoor playground surface**F. Installation Procedure:**

1. Review project plans and verify that playground equipment use zones, clearances, and reach ranges will comply with ASTM F1487 sections 8, 9, and 10, and with CAN/CSA-Z614 sections 14 and 15.
2. Prepare the site in accordance with the project engineer's directions and project specifications. Ensure that site drainage is routed away from or around the playground area to prevent sand, soil, silt, or other foreign material from contaminating the WOODCARPET®. Grade subsoil to a 2% grade toward the drain pipe.
3. Install playground equipment.
4. Place a layer of DURALINER® on top of the subsoil. Overlap seams 10 in. (25cm), or 5 in. (63cm) if a double bead of exterior grade construction adhesive is applied to the overlap. Place seams parallel to direction of slides and travel of swings.
5. Install drainage piping according to the project engineer's directions and project specifications.
6. Spread drainage gravel (1 in. - 2 in. (3cm-5cm) clean gravel) to a minimum depth of 3 in. (8cm).
7. Install timbers or an alternate containment system.
8. As described in Step 4, place an additional layer of DURALINER® on top of the drainage gravel.
9. Spread WOODCARPET® to a minimum depth of 8 in. after compaction for play equipment under 4 ft. high and to a maximum depth of 12 in. after compaction for play equipment over 4 ft. high. Natural compaction will occur in 2 - 6 weeks. WOODCARPET® must be compacted to be accessible. Mechanically compacting WOODCARPET® requires approximately 15% more WOODCARPET® than natural compaction. Exercise caution to prevent damaging the DURALINER® and drain materials. Do not operate equipment directly on the DURALINER®.
10. Install a DURAKICK MAT® or WOODCARPET MAT® in each kick-out area. If gluing a DURAKICK MAT® to the top of DURADRAIN®, first remove the fabric from the top of the DURADRAIN® and then use adhesive to bond the DURAKICK MAT® to the top of DURADRAIN®. If installing a DURAKICK MAT® or WOODCARPET MAT® on top of WOODCARPET®, dig a channel around the mat edge down to the base of the WOODCARPET® and slope mat edges down into the channel. If anchoring the mat, install anchors and plastic cable ties to attach the mat to the anchors. Refill the channel with WOODCARPET®.
11. Inspect the playground and verify that playground equipment use zones, clearances, and reach ranges comply with ASTM F1487 sections 8, 9, and 10, and with CAN/CSA-Z614 sections 14 and 15.

G. Notes:

1. Inadequate drainage voids the WOODCARPET® conditional limited warranty and hastens decomposition.
2. For immediate accessibility, install WOODCARPET® in 6 in. maximum layers. Relevel, wet, and mechanically compact each layer twice with a flat surface compactor. Change direction 90 degrees on second compaction.
3. Periodic maintenance should include removing debris, raking and topping off. See also WOODCARPET® maintenance recommendations.

SPECIFICATION I

SECTION 02790

PLAYGROUND SURFACING

H. Products

1. Engineered Wood Fiber Playground Surfacing: WOODCARPET®

A. Composition:

1. Recently harvested and debarked North American hard woods.
2. In certain locations, recently harvested and debarked North American coniferous woods.
3. Free of soil, leaves, twigs, and other contaminants which hasten decomposition.
4. Free of chemical treatments and additives.
5. Free of waste wood and recycled wood from pallets.

B. Dimensions:

1. Randomly sized.
2. Sieve Analysis, ASTM F 2075: Meets Criteria.

C. Properties:

1. Hazardous metal, ASTM F 2075: Meets Criteria.
2. Tramp metal, ASTM F 2075: Meets Criteria.
3. Coefficient of Permeability, ASTM D 2434: Greater than 0.6 cms.
4. Moisture Absorption: Maximum of 100 percent by weight.
5. Moisture Content: 25 to 60 percent by weight.
6. Density: 15 to 24 pounds per cubic foot.
7. Impact, ASTM F 1292: Maximum 935 HIC and 145 G from 12 ft. fall height at 23° C, and maximum 985 HIC and 160 G from 8 ft. fall height at 23° C.
8. IPEMA Certified: 8 in. thickness rated to 8 ft. and 12 in. to 12 ft.
9. Accessibility, ASTM F 1951: Meets criteria.
10. Resistant to Flammability, 16 CFR Part 1630 Standard for Surface Flammability of Carpets and Rugs (FF1-70), Modified Procedure, Not Oven Dried: Meets criteria.
11. Flammable, 16 CFR 1500.44, Federal Hazardous Substances Act Title 16, Chapter II, Subchapter C for Rigid and Pliable Solids: Did not ignite.

2. Geotextile Fabric: DURADRRAIN®

A. Description: Non-woven, needle-punched, UV-Treated, Polypropylene geotextile fabric.

B. Size: 5 ft. x 250 ft.

C. Weight, ASTM D 3776: 40 ounces per square yard.

D. Thickness, ASTM D 5199: 55 mils.

E. Grab Tensile Strength, ASTM D 4632: 90 pounds.

F. Mullen Burst Strength, ASTM D 3786: 230 psi.

G. Puncture Resistance, ASTM D 4833: 60 pounds.

H. Trapezoid Tearing Strength, ASTM D 4533: 40 pounds.

I. Apparent Opening Size, ASTM D 4751: 70 US sieve.

J. Permittivity, ASTM D 4491: 1.2 sec.

K. Flow Rate, ASTM D 4491: 145 gallons per minute per square foot.

L. Permeability, ASTM D 4491: 0.14 cm/sec.

3. Playground Surfacing Wear Mat: WOODCARPET MAT®

A. Composition: Recycled high grade PVC, 60 percent, and virgin PVC, 40 percent.

B. Size: 42 in. x 42 in. [slide exits]

42 in. x 78 in. [swings]

78 in. x 78 in. [tire swings]

78 in. x 90 in. [swing bay]

C. Thickness: 3/4 in.

D. Drainage Holes: 3/8 in. diameter holes on 2-3 in. centers both directions.

E. Impact, ASTM F 1292: Maximum 340 HIC and 70 G over 11.25 in. of WOODCARPET® from 12 ft. fall height at 23° C.

F. IPEMA Certified: WOODCARPET MAT® over 11.25 in. of WOODCARPET® rated to 12 ft.

G. Durometer, Shore A: 20 plus or minus 3.

H. Tensile Strength: 592 psi.

I. Elongation: 475 percent.

J. Tear Strength: 54 pounds per in.

4. Playground Surfacing Wear Mat: DURAKICK MAT®

A. Composition: closed-cell, cross-linked, polyethylene, foam nuggets permanently fused together.

B. Coating:

The top surface of each mat is covered with a layer of plastisol.

C. Drainage holes:

3/8 in. diameter holes, one per square foot.

D. Recycled Foam Content: 100%.

E. Size:

44 in. x 44 in. [slide exits]

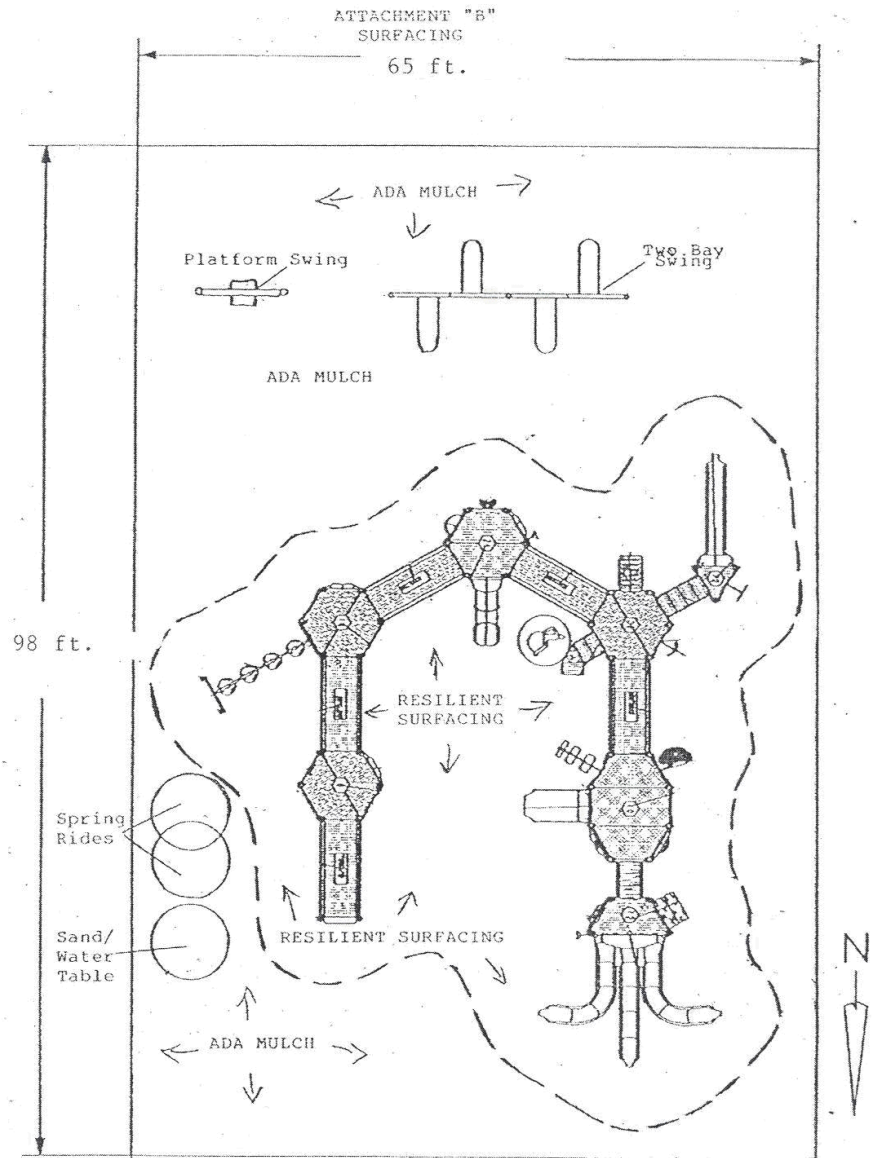
44 in. x 74 in. [swings]

F. Weight: 1.8 lbs./sq. ft.

G. Thickness: 2 in.

H. Impact, ASTM F 1292: Maximum 815 HIC and 190 G from 6 ft. fall height at 23° C. Maximum 765 HIC and 120 G over DURADRRAIN® from 10 ft. fall height at 23° C.

I. IPEMA Certified: Alone rated to 5 ft. and over DURADRRAIN® rated to 8 ft.



ATTACHMENT "C" (page 1 of 4)
SHADE CANOPY SYSTEM SPECIFICATIONS

1. The Shade Canopy System shall provide shade for the following areas:

- a. The Large Multi-Component Play Structure and adjacent Spring Horse Rides and Sand/Water Table area requires three canopies. Canopy sizes for this area shall be approximately (30 ft.) by (30 ft.); (30 ft.) by (40 ft.) and (30 ft. by (50 ft). Canopies shall provide (6 ft.) of overhead clearance above the highest point of the play structures. Canopy eave height shall be a minimum of (10 ft.) and be consistent for the three canopies in this area.
- b. The Two Bay Swing Structure requires a canopy measuring approximately (20 ft.) by (30 ft.) in size. Canopy shall provide (6 ft) of overhead clearance above the highest point of this play structure. Canopy eave height shall be a minimum of (10 ft).
- c. The Swing Platform with Frame Structure requires a canopy measuring (15 ft.) by (15 ft.) in size with a minimum eave height of (10 ft.). Canopy shall provide (6 ft.) of overhead clearance above the highest point of this play structure. Canopy eave height shall be a minimum of (10 ft.).

2. If awarded bid, bidder must provide engineered drawings that have been signed and sealed by a State of Florida Registered Engineer.

- 3. Shade canopy system canopy fabric shall be equal to or better than Shade Systems Inc. CoolNet shade fabric product.
- 4. Shade canopy system must be engineered, designed and manufactured by skilled craftsmen and certified by Professional Engineers for structural soundness of design.
- 5. All materials must be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion resistant metals such as stainless steel and coatings such as zinc-plating, galvanizing and powder-coating of steel parts. Fabrics

used shall include UV-stabilizers and fire retardants for longevity and safety.

6. All tubing members shall be factory welded by Certified Welders to American Welding Society standards and to the highest standards of quality workmanship. Weldments shall be finished with a zinc-rich galvanized coating. All tubing used shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing shall be in accordance with ASTM E-8.

ATTACHMENT "C" (page 2 of 4)

Minimum yield shall be 40,000 psi with a minimum tensile strength of 45,000 psi on all posts. All tubing shall be pre-cut to appropriate lengths and all outside surfaces shall be galvanized, with an interior corrosion-resistant zinc-rich coating. Where required by Engineer, support pipes shall be schedule 40 hot-dip galvanized or powder-coated black steel. All fastening hardware shall be stainless steel.

7. Where required by Engineer, all powder-coat parts shall be completely cleaned and a hot zinc phosphate pretreatment with non-chromatic sealer applied. Powder-coating shall be electrostatically applied and oven-cured at 375 to 415 degrees Fahrenheit. Polyester powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Spray Resistance.

8. Footings and canopy support columns and structure shall be designed per Florida building codes for the specific structure.

9. Shade canopy system structures shall be engineered to the following standard specifications.

	Wind Speed (Frame only):	150
m.p.h.	Wind Speed (Frame w/canopy):	80 m.p.h.
	Live Load:	None
	Snow Load:	None

10. Tensioning cables shall be galvanized with UV resistant vinyl cladding to eliminate fabric wear. Cable size shall be specified by the Engineer of record. Cable fasteners shall be zinc-plated copper for maximum corrosion resistance.

11. Shade fabric shall be knitted of monofilament and tape construction high density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant. UV-Block factor varies by standard color offered from 91% to 99%.

Nominal Thickness:	0.057 inches
Fabric Mass:	Min.337 g/m(2)
Light Fastness:	7-8 (Blue Wool Scale)

Weather Fastness:	4-5 (Grey Scale Test)
Tear Resistance:	Warp 210N Weft 276N
Breaking Force:	Warp 786N Weft 1544N
Bursting Pressure:	Mean 3125kPa
Bursting Force:	Mean 1775N

ATTACHMENT "C" (page 3 of 4)

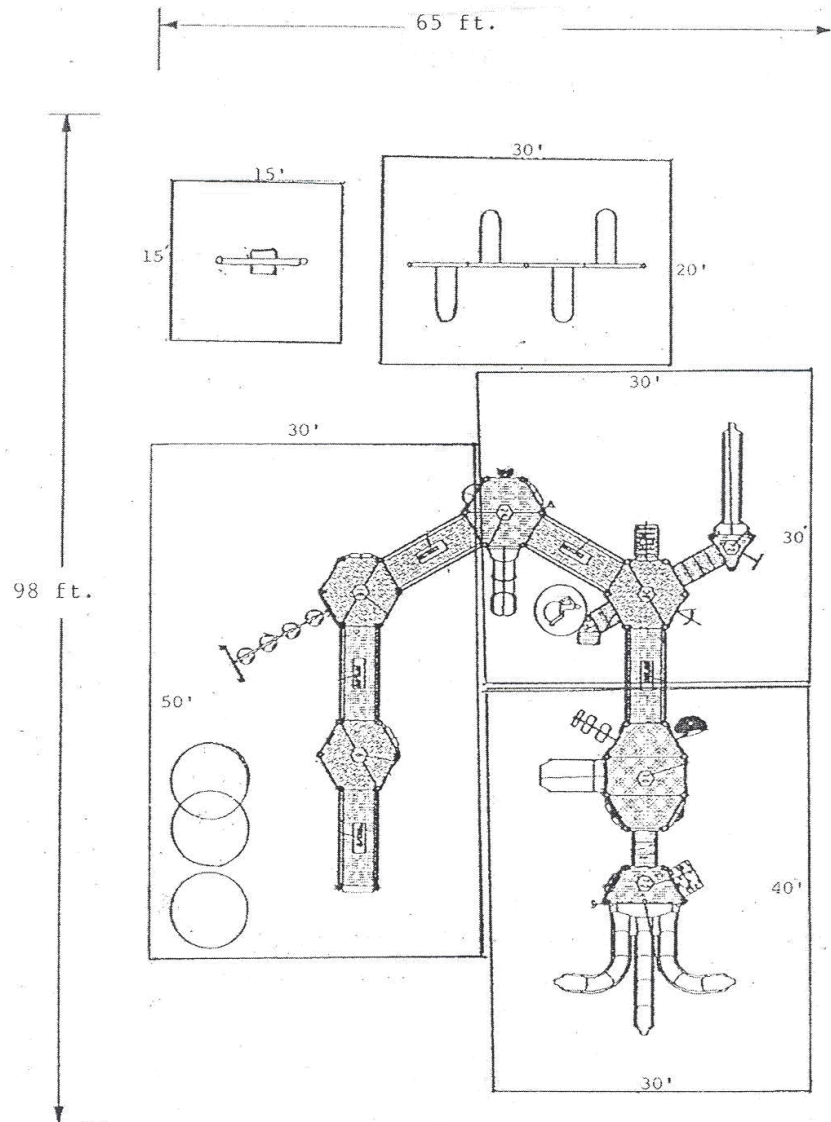
All hems and seams shall be double row lock stitched using exterior grade UV-stabilized polyethylene GORE TENARE sewing thread (GORE and TENARA are trademarks of W.L. Gore Associates).

12. Shade fabric shall be treated with fire retardants, and pass the requirements established under the NFPA 701 Test Method 2 test standards for flammability including the accelerated water leaching protocol, must be furnished with bid proposal.

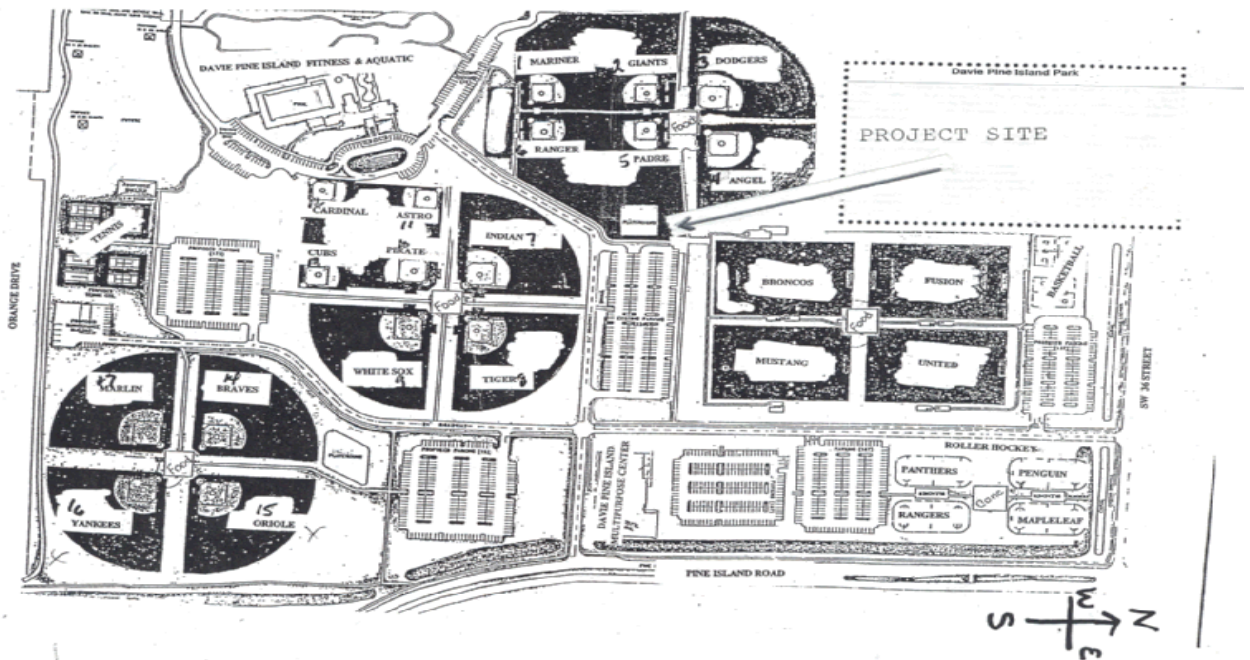
Color	Weight	Shade	
Factor UVR Block			
Navy Blue	316	93	94
Forest Green	340	94	95
Aquatic Blue	348	87	93
Desert Sand	322	85	
93			
Rivergum Green	318	87	
92			
Brick Red	342	92	
94			
Eggshell White	342	79	
95			
Canary Yellow	342	77	
93			
Bright Red	342	81	
91			
Light Blue	348	95	
97			
Silver Grey	318	92	97

13. Color choice shall be at the option of the Town from manufacturer's full range of product color.

ATTACHMENT "C" (page 4 of 4)
SHADE CANOPY SYSTEM



ATTACHMENT "D"
PROJECT SITE MAP



TOWN OF DAVIE BID FORM

FURNISH AND INSTALL INCLUSIVE PLAYGROUND: EQUIPMENT, SURFACING AND SHADE SYSTEM AS SPECIFIED HEREIN.

ITEM

PRICE

- | | |
|--|----------------------|
| 1. FURNISH AND INSTALL LARGE COMPONENT PLAY STRUCTURE: | \$ <u>79,226.69</u> |
| 2. FURNISH AND INSTALL (2) SPRING RIDES WITH TORSO SUPPORT AND (1) WATER/SAND TABLE: | \$ <u>4,571.50</u> |
| 3. FURNISH AND INSTALL SAFETY SURFACING: | \$ <u>37,782.06</u> |
| 4. FURNISH AND INSTALL SHADE SYSTEM: | \$ <u>57,009.38</u> |
| TOTAL PROJECT COST: | \$ <u>178,589.63</u> |

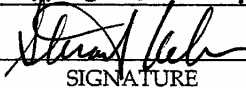
BIDDER:

Kool Playgrounds, LLC

ADDRESS:

8167 Parini Way
Lake Worth, FL 33467

BY:


SIGNATURE

Skip Kamber

← Type or print signature here.

TITLE:

Partner

DATE:

8/12/08

TELEPHONE NUMBER:

561-251-2971

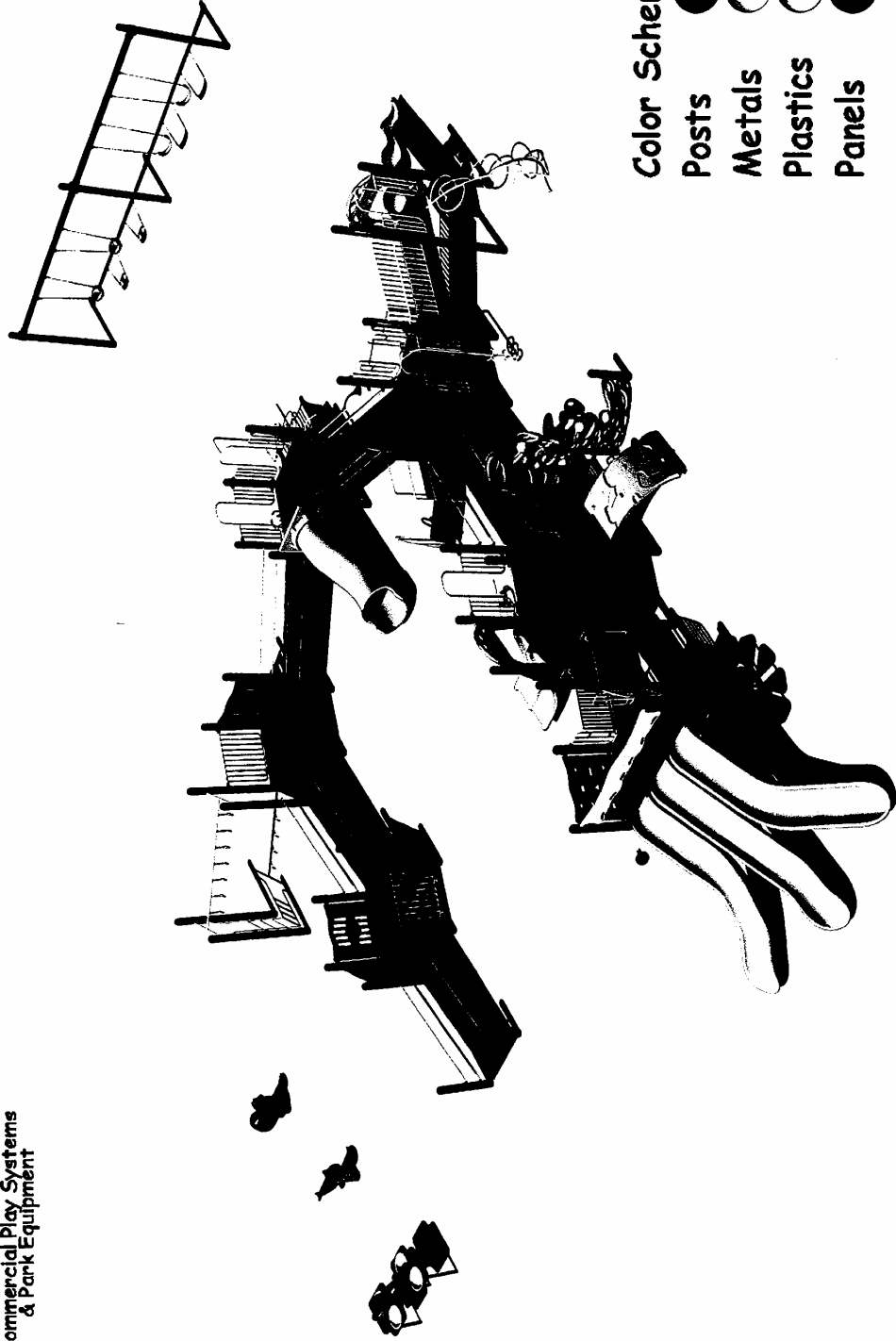
Will you accept the Town's Visa procurement card as a method of payment (circle one)

yes

no

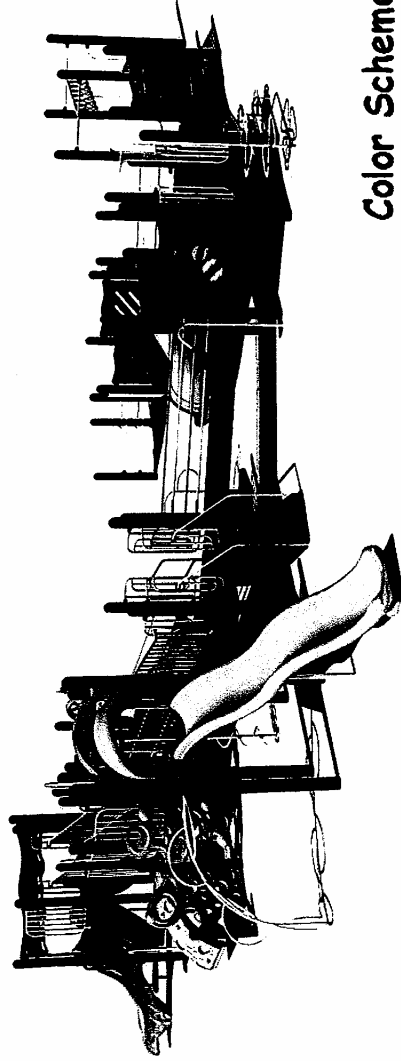
F.E.I.N. Number:

02-0778299



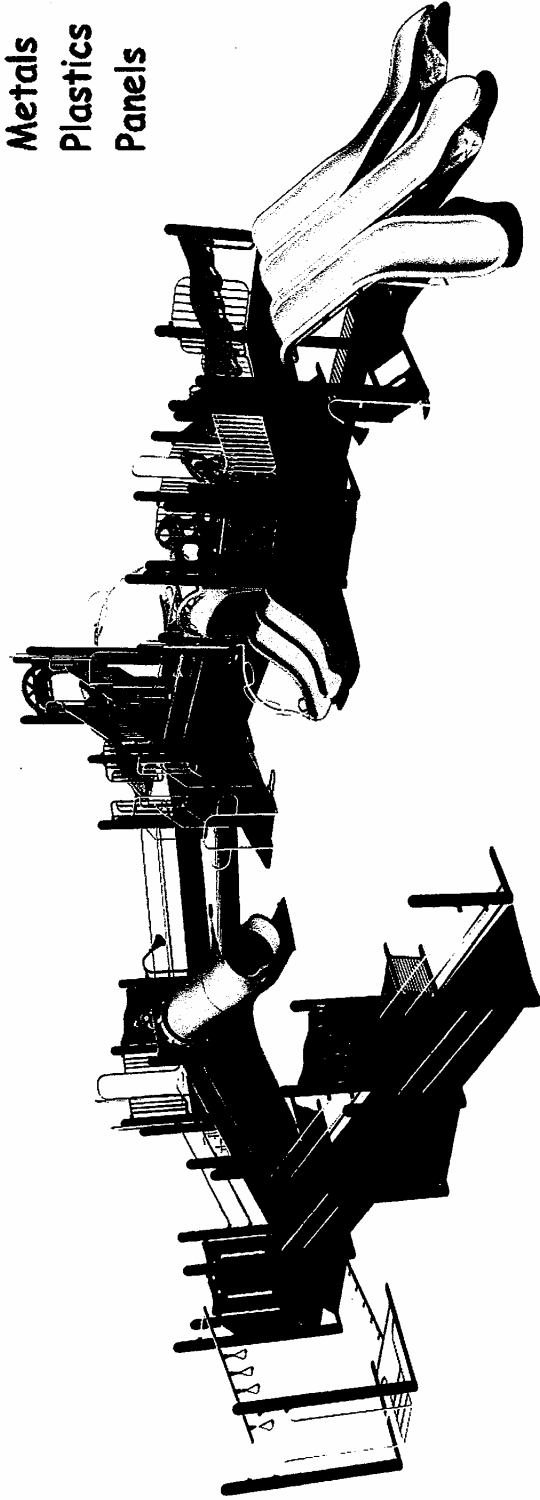
Color Scheme:

Posts	Metals	Plastics	Panels
●	●	●	●

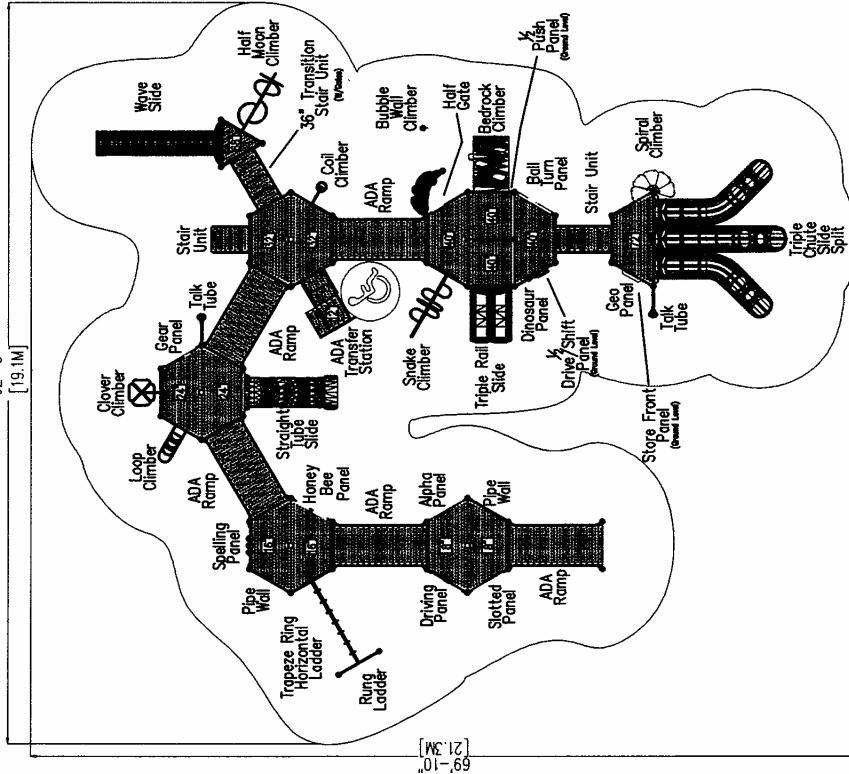


Color Scheme:

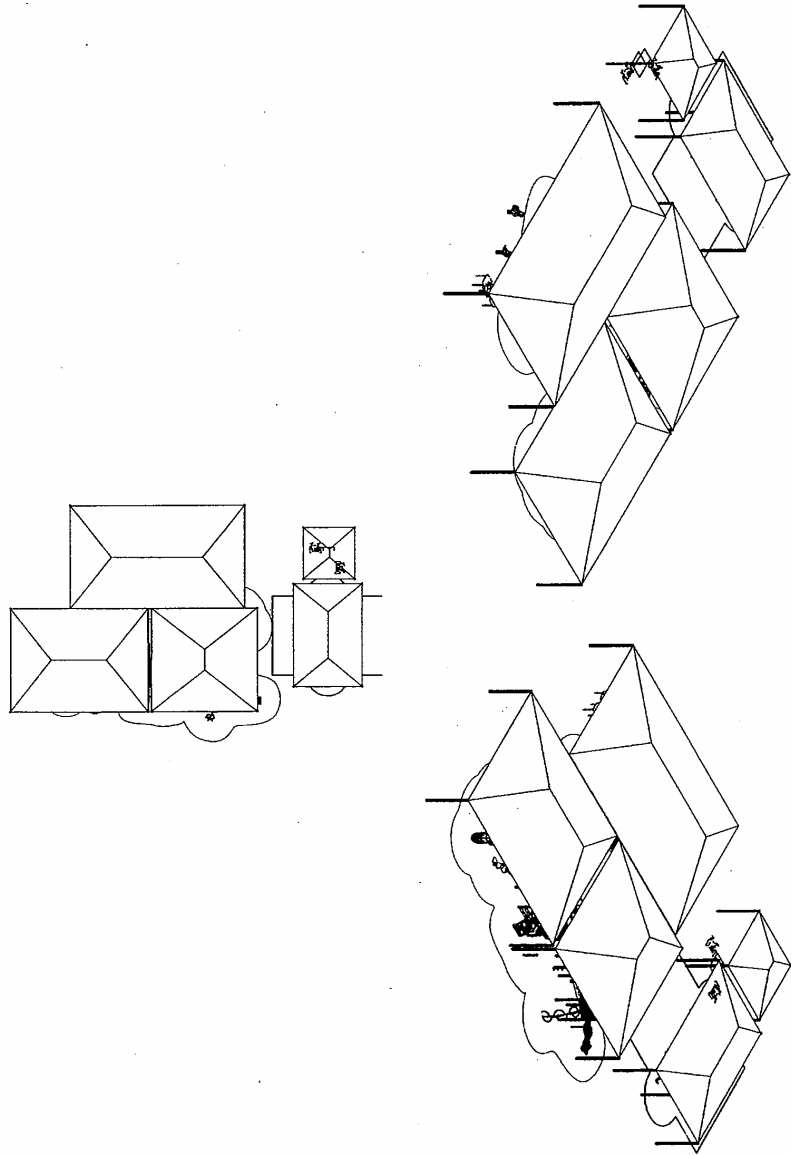
- Posts
- Metals
- Plastics
- Panels



PLAY to LAND



- Notes:
1. This play structure design will meet ADA Accessibility Guidelines for Buildings and Facilities, effective November 17, 2000 as published by the Architectural and Transportation Barriers Compliance Board with the addition of 0.0 different types of play and then installed over accessible surfacing.
 2. This site plan should be checked against the actual site area prior to the purchase or installation of equipment.
 3. The use of measure located in the center of the play area indicates the height above the play surface. The approximate surfacing for this design and equipment is a full height of 6" - 8" ft. unless otherwise noted.
 4. The structure size for this unit is 51' X 50' (existing) surfacing surfacing for an overall size of 63' X 70'. The approximate surface area is 2780 sq. ft. by ASTM F 1497-07 guidelines.
 5. The structure is designed to accommodate 114 children from 5-12 years of age.
 6. Separate Children as they play.
 7. To know that accurate measurements are obtained from this site plan, print copies on 11 X 17 paper at full scale.
 8. The customer responsibility is to check local and conditions and drainage within the site. The site must also be surveyed for underground utilities prior to construction.
 9. Completely read your installation manual prior to beginning construction.
 10. This design configuration is the property of this firm and Playland Inc. and may not be reproduced or used in any manner without the expressed written consent of this firm and Playland.
 11. Perimeter requires 09' Load Scope Trunkers 4' Long.



1
Sheet



www.superiorshadeinc.com
TEL: 1-888-356-4727
FAX: 770-834-2764

COPY FROM THIS PLAN/SHADE IS THE
EXCLUSIVE PERMISSION FROM THE
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DRAWN BY:
G.E.M.



Administration 954-797-1030
Budget & Finance 954-797-1050
Development Services 954-797-1111
Engineering 954-797-1113
Fire Department 954-693-1211
Human Resources 954-797-1100
Planning & Zoning 797-1103

Parks & Recreation 954-797-1145
Police Department 954-693-8200
Public Works 954-797-1240
Special Projects 954-797-1153
Technology & Information 954-797-1107
Town Clerks 954-797-1023
Utilities 954-433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399

(954) 797-1000

July 7, 2008

Subject: **Inclusive Playground at Pine Island Park, B-08-84**

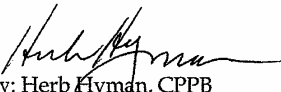
To All Bidders:

This notice will serve as **Addendum 1** to the above referenced formal bid.

The process for approval of acceptable alternate products is not yet completed. The list of acceptable alternative products will be distributed as Addendum 2 at a later date.

Since the list of approved alternative products is not yet available, the sealed bid opening date is extended. All bids are due on or before 2:00 p.m. on Tuesday, August 5, 2008. Bids should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, FL 33314. Bids will be opened on or about 2:00 p.m. on Tuesday, August 5, 2008 at the Davie Town Hall. This will be a public bid opening.

Should you have any further questions concerning this matter, please contact me at (954) 797-1016.


By: Herb Hyman, CPPB
Procurement Manager

An Equal Opportunity Employer



Administration 954-797-1030
Budget & Finance 954-797-1050
Development Services 954-797-1111
Engineering 954-797-1113
Fire Department 954-693-1211
Human Resources 954-797-1100
Planning & Zoning 797-1103

Parks & Recreation 954-797-1145
Police Department 954-693-8200
Public Works 954-797-1240
Special Projects 954-797-1153
Technology & Information 954-797-1107
Town Clerks 954-797-1023
Utilities 954-433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399

(954) 797-1000

July 23, 2008

Subject: Inclusive Playground at Pine Island Park, B-08-84


To All Bidders:

This notice will serve as **Addendum 2** to the above referenced formal bid.

The process for approval of acceptable alternate products is completed and attached hereto. Additional information concerning this project are also included in the attached memo and are to be included in your pricing.

The sealed bid opening date is extended. All bids are due on or before 2:00 p.m. on Tuesday, August 12, 2008. Bids should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, FL 33314. Bids will be opened on or about 2:00 p.m. on Tuesday, August 12, 2008 at the Davie Town Hall. This will be a public bid opening.

Should you have any further questions concerning this matter, please contact me at (954) 797-1016.


By: Herb Hyman, CPPB
Procurement Manager

An Equal Opportunity Employer



PARKS AND RECREATION DEPARTMENT
6901 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1145 • FAX: 954.797.1148 • WWW.DAVIE-FL.GOV

Memorandum

TO: Herb Hyman, Procurement Manager

FROM: Dennis Andresky, Director Parks & Recreation

SUBJECT: Inclusive Playground Bid Acceptable Alternates
and
Additional Information/Clarification for Bidders

DATE: July 23, 2008

Acceptable Alternates:

Playground Equipment

1. Playworld Systems Playmakers Equipment
2. SportsPlay Equipment
3. Landscape Structures Inc. Equipment
4. Playland Playground Equipment
5. Union Land Equipment

Surfacing:

1. Tot Turf by Robertson Industries Inc.
2. Child Safe Poured in Place Resilient Playground Surfacing
3. Koolplay Surfacing
4. G-Flex EPDM Playground Surfacing System

Shade System

1. Leisure Craft Shade Plus Outdoor Shade Structures
2. Shade Systems Inc.
3. Superior Shade
4. SkyShades

Additional Bid Information/Clarification:

1. The previous contractor for this project has provided copies of their as built drawings to distribute to the bidders as an aid to assist them in responding. A copy is being provided for each bidder.
2. The elevation of the existing concrete pad is not known. The finish elevation of the play area is to be ADA accessible compliant.
3. The existing concrete slab has been approved as acceptable for the project.
4. The bid specification includes WOODCARPET LOOSE FILL SURFACING product which requires a product specific drainage system. The Drainage system has not been installed. There is an existing catch basin approximately thirty feet directly west of the project area.
5. Please note the following corrections to Attachment "A", List of Inclusive Playground Equipment (Page 6 of the Bid Specification) as follows:

Delete Item 36 Component #550-0053 7" INFANT W/PVC CHAIN 2

Add Item 36 Gametime Adaptive Swing Seat with Metal Support #10178, Quantity (2) two.

Add Item 44 Sports Play Inc. HD Platform Swing with Fame, Model #381-402H Quantity (1) one.

Add Item 45 SportsPlay Zebra Spring Rider with Torso Support Model #361-503/362-541 Quantity (1) one.

Add Item 46 SportsPlay Bronco Spring Rider with Torso Support Model #361-504/362-541 Quantity (1) one.

AGREEMENT BETWEEN THE TOWN OF DAVIE
AND KOOL PLAYGROUND, LLC FOR COMPLETION OF THE PINE ISLAND
INCLUSIVE PLAYGROUND

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Use Agreement the day and year first written above.

KOOL PLAYGROUND, LLC.
FLORIDA

TOWN OF DAVIE,

BY: _____

BY: _____

C.E.O.

MAYOR

ATTEST:

TOWN CLERK

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on the _____ day of _____
_____, 2008, personally appeared before me, an officer duly authorized to
administer oaths and take acknowledgements, Kool Playground, LLC signed this
Agreement on the _____ day of _____, 2008.

WITNESSETH my hand and official seal at _____,
Broward County, Florida this _____ day of _____, 2008.

My Commission Expires:
